

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF PUERTO RICO**

IN RE:

A. CORDERO BADILLO, INC.

Debtor

CASE NO. 10-10705 (SEK)

CHAPTER 11

**MOTION FOR REJECTION OF LEASE AGREEMENTS
AND SURRENDERING OF UNITS**

TO THE HONORABLE COURT:

COMES NOW Debtor through its undersigned counsel and very respectfully states and requests:

1. On November 12, 2010, Debtor filed its voluntary petition for relief pursuant to 11 U.S.C. Chapter 11 of the Bankruptcy Code and as of that date has been managing its affairs as a debtor-in-possession pursuant to 11 U.S.C. §§ 1107(a).

2. Prior to the filing by Debtor of its Chapter 11 petition, Debtor entered into lease agreements with RG Premier Bank of Puerto Rico ("RG") and Popular Auto as to the following vehicles:

Bank	Contract No.	Beginning Date	Monthly Rent	Serial Number	Description
RG	1600431371	6/14/2006	\$2,244.77	WDDNG71X47A063621	2007 Mercedes-Benz S550V
RG	1600423873	12/29/2005	\$966.57	WBANE53536CK88273	2006 BMW 525i
Popular Auto	02-500-08110	7/31/2009	\$423.15	JN8DR09X84W803752	2004 Nissan Pathfinder

3. The vehicles listed above are in the possession of: (i) the Mercedes Benz - Atilano Cordero, (ii) the BMW - Debtor and (iii) the Nissan Pathfinder – Juan Hernández, located at Suchville Park Apt N102, Guaynabo, PR 00966.

4. The residual value of the Mercedes Benz is 50,974.67 and that of the BMW is \$22,890.00. The Nissan Pathfinder has no residual value.

5. The lease agreement as to the Mercedes Benz commenced on June 14, 2006 and is for 60 months. Debtor is in arrears as to this agreement in the amount of \$9,315.77 including late charges.

6. The lease agreement as to the BMW commenced on December 29, 2005 and is for 60 months. Debtor is in arrears as to this agreement in the amount of \$3,334.59 including late charges.

7. The lease agreement as to the Nissan Pathfinder commenced on July 31, 2009 and is for 23 months. Debtor is also in arrears as to this agreement, but has been unable to verify with Popular Auto the amount thereof.

8. 11 U.S.C. §365(a), with certain exceptions, not applicable to Debtor's case and under certain conditions, provides that subject to the Court's approval, Debtor as a debtor in possession, may assume or reject its unexpired leases.

9. Debtor wishes to reject the leases referred to in paragraph two above and surrender to RG and Popular Auto the corresponding vehicles, since they are not necessary to Debtor's Chapter 11 proceedings.

10. Debtor's leases with RG and Popular Auto are onerous and burdensome to Debtor's estate, particularly since Debtor is no longer operating and has no use therefor.

NOTICE

Within twenty (20) days after service of this Motion and an additional three (3) days pursuant to Fed. R. Bank. P. 9006(f) if served by mail, any creditor or party in interest served, or any other party who objects to the Motion, shall serve and file an objection thereto with the Clerk's office of the U.S. Bankruptcy Court for

the District of Puerto Rico and on the undersigned counsel. If no objection or other response is filed within the time allowed herein, the Motion will be deemed unopposed. If you file a timely objection to the Motion, the same will be scheduled to be heard before the Honorable Sara De Jesus at the United States Bankruptcy Court, U.S. Post Office and Courthouse Building, second floor, Courtroom 1, 300 Recinto Sur Street, Old San Juan, Puerto Rico, at which time the Motion and any objection thereto will be considered.

WHEREFORE, it is respectfully that this Motion be granted, that the leases between Debtor and RG and Popular Auto referred to herein be authorized to be rejected and that Debtor be authorized to surrender to RG and Popular Auto the corresponding vehicles listed in paragraph 2 above.

CERTIFICATE OF SERVICE: I hereby certify that on this same date, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the Assistant US Trustee and to all participants of the CM/ECF system and to **RG Premier Bank of Puerto Rico**, PO Box 2510, San Juan, PR 00970-3044; and to attorney for Popular Auto, **Verónica Durán, Esq.**, Consumer Bankruptcy Department, Apartado 50045, San Juan, PR 00902-6245.

San Juan, Puerto Rico, this 23rd day of December, 2010.

S/CHARLES A. CUPRILL-HERNÁNDEZ
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